

Ottumwa Transit Authority

Teamsters #238 (Bus Drivers)

7/12/2006

6/30/2008

AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2006, by and between OTTUMWA TRANSIT AUTHORITY, hereinafter referred to as "Employer", and CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 238, hereinafter referred to as the "Union". This agreement constitutes the complete and final agreement between the parties on all bargainable issues.

ARTICLE 1 RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative for those employees of the Employer in the following bargaining unit :

INCLUDED: All bus drivers and bus cleaners of the Ottumwa Transit Authority

EXCLUDED: Transit Administrator, Administrative Assistants, Bus Maintenance Technician and all others excluded by Section 4 of the Act.

ARTICLE 2 SEVERABILITY AND SAVINGS

If any provision of the Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 3 GRIEVANCE PROCEDURE AND ARBITRATION

A grievance is defined as a timely filed claim by an employee which alleges that there has been a violation of a specific and expressed provisions of this Agreement. An employee may be represented at any stage of the grievance procedure by a Union representative.

Grievance Steps:

Step 1. An employee who claims a grievance shall reduce the grievance to writing by giving and signing a statement of facts, what is the issue, and what section of the policy was violated and what remedy the employee is seeking. The written grievance must be submitted to the immediate supervisor no later than seven (7) calendar days after the occurrence upon which the grievance is based. The immediate supervisor shall give a written answer to the aggrieved employee within seven (7) calendar days after the grievance is presented to the supervisor.

Step 2. If the grievance is not settled in Step 1, the employee shall present the grievance in writing to the Transit Administrator or his/her designated representative within seven (7) calendar days of receipt of the Step 1 answer. Within seven (7)

calendar days of receipt of the grievance, the Transit Administrator or his/her designee will answer the grievance in writing.

Step 3. Any grievance not settled in Step 2 of the grievance procedure may be referred to arbitration, providing the referral to arbitration is in writing to the other party and is made within ten (10) calendar days after the employee's receipt of the Step 2 answer.

The moving party will submit a request for a list of seven (7) arbitrators from the Public Employment Relations Board at the same time as the notice of referral to arbitration is made. The parties will alternately strike a name from the list, with the moving party making the first strike.

The fees and expenses of the arbitrator will be shared and paid equally by the parties. Each party shall pay its own cost of preparation and presentation of arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts.

The arbitrator shall have no power to change, ignore, alter, nullify, detract from or add to the provisions of this Agreement. The arbitrator's decision will be final and binding on the parties.

If a grievance is not presented within the time limits specified in this Article, it shall be considered waived and it shall be considered settled on the basis of the Employer's last answer. Grievances not filed or processed according to the time limits specified are barred from the arbitration process. If a grievance is at any step is not timely answered by the employer, it may automatically be referred to the next step.

All grievance and arbitration meetings under this Article are to be held in private and not open to the public.

The parties may mutually agree to extend the timelines.

ARTICLE 4 SENIORITY

Seniority is defined as the length of service with the Employer since their last date of hire. The Union shall be furnished with a list of bargaining unit employees, including name, hire date and job classification within thirty (30) days after the effective date of the Agreement.

The employment relationship shall be broken and terminated if the employee quits, retires or is discharged.

Reduction in Force Procedures. In the event the Employer determines that employees will be laid off, the Employer will consider maintenance of operational efficiency, skill,

training, qualifications and ability to perform. If these factors are equal among the employees affected, seniority will be the deciding factor.

Laid off employees shall have the responsibility of advising the Employer of their current addresses and telephone numbers during layoff. Employees will be eligible for recall within the first 12 months following the date of lay off. Employees will be notified of a recall by certified mail. Employees must report to work within 10 calendar days after receiving the notification of recall. Failure to report to work within the specified time will result in termination of employment.

Job Vacancy Procedures If a route opening occurs, qualified current employees are given first opportunity to bid for the vacancy. Vacancies are normally posted for a period of 5 calendar days. If more than one qualified employee bids for the route opening, then the most senior employee will be selected.

Annual Bidding The Employer will establish an annual bidding procedure for all drivers.

ARTICLE 5 HOURS OF WORK AND OVERTIME

This Article is intended only to provide a basis for calculating overtime and shall not be construed as a guarantee of or limitation on hours of work per day or per week, or days of work per week.

Normal working schedules for employees shall be established by the Employer.

Lunch Breaks Full-time employees will normally receive a 30 minute paid lunch break.

Overtime: Overtime shall be paid for at the rate of time and one-half (1 1/2) the employee's straight time hourly rate for hours worked in excess of forty (40) hours in a seven (7) day work week. All overtime must have prior approval of the Administrator or his/her designee. Only hours worked shall be counted for the purpose of computing overtime.

ARTICLE 6 SICK LEAVE

Accumulation: Full-time employees accrue sick leave at the rate of 7.39 hours per pay period up to a maximum of 1920 hours. On the payday closest to December 1 of each year, each employee shall be paid for 25% of accrued sick leave in excess of 1920 hours, up to a maximum of forty-eight (48) hours and the employee's sick leave accrual will be reduced to 1920 hours. The date for determining payment will be the pay period ending closest to November 1 of each year.

Use of SickLeave: Employees may use sick leave for any non-work related illness, injury, or temporary disability, including pregnancy, that prevents the employee from performing his/her job duties. Granting of sick leave is not automatic and all sick leave must be approved by the Administrator or his/her designee. A medical verification of

illness or injury may be required to substantiate the need for sick leave. Medical certification satisfactory to the Employer may also be required to verify an employee's fitness for duty following use of sick leave. The Employer may require a physician's certificate supporting absences.

Sick leave may not be used for a work-related illness or injury except for the first three days of an absence due to a work related injury not covered by workers compensation.

Family Illness An employee may use up to ten (10) days of sick leave for the illness or injury to the employee's spouse or minor child which requires an employee's immediate attention. Sick Leave for doctor and dental appointments that cannot be scheduled outside the employee's regular work hours may also be used with supervisor approval.

Notification: When absences due to sickness are necessitated, the employee shall notify his/her immediate supervisor 75 minutes prior to the beginning of his/her scheduled reporting time. Failure to do so, without a bona fide reason, shall result in the employee being considered absent without leave, and subject to disciplinary action.

Personal Days Beginning November 1 of each year, full time employees will receive 8 hours of personal time which must be used by the following October 31. Employees are not eligible to use personal days during their first 3 months of employment. Personal time is deducted from the employee's accumulated sick leave.

Termination of Employment All sick leave shall expire on the date of separation and no employee shall be reimbursed for sick leave outstanding at the time of separation.

ARTICLE 7 FUNERAL LEAVE

In the event of death in the family of an employee, full-time employee shall be granted an absence of up to three (3) days with pay. Regular part-time employees will be eligible for funeral leave on a pro-rated basis based upon the number of hours normally worked on those days. For the purposes of this Article, the employee's family shall include: the employee's spouse, child, mother, father, sister, brother, grandparents, grandparents-in-law, aunt, uncle.

Only days absent which would have been compensable workdays will be paid. No payment will be made during vacations, holidays, layoffs, or other leave of absence. Employee must attend the funeral in order to qualify for funeral leave pay.

ARTICLE 8 VACATION

Regular full-time employees are eligible for vacation as the following schedule:

<u>Years of Service</u>	<u>Vacation Period</u>	<u>Bi-Weekly Accrual</u>
0 through 5 years	80 hours – 2 weeks	3.08 hours

5 through 15 years	120 hours – 3 weeks	4.62 hours
15 through 20 years	160 hours – 4 weeks	6.15 hours
Over 20 years	200 hours – 5 weeks	7.69 hours

Scheduling of vacation is subject to the approval of the Administrator or his/her designee.

Employees accrue vacation beginning within the first day of employment, but may not use vacation during the first 3 months of employment.

All vacation requests must be approved by the employee's supervisor. Requests for vacation must be submitted at least one (1) week in advance, unless otherwise approved by the employee's supervisor. Vacation requests will not be approved after the schedule is posted.

Vacation time may be accrued to a maximum of 1 1/2 the employee's annual accrual rate.

Upon termination of employment, employees will be paid for accrued, but unused vacation.

ARTICLE 9 HOLIDAYS

Employees may be eligible for the following paid holidays:

New Years Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Eve Day
Christmas Day

If a holiday falls on the employee's regularly scheduled work day, the employee will be receive his/her normal pay for that day. If a holiday falls on an employee's non-regularly scheduled work day, the employee is not eligible for holiday pay.

To be eligible for holiday pay, an employee must have worked their last full scheduled workday immediately before and their first full scheduled workday immediately after such holiday.

Any employee on unpaid leave of absence or layoff is not eligible for holiday pay. Any employee off work due to an on-the-job injury or paid leave of absence will not receive holiday pay after the first (30) days of absence.

ARTICLE 10 **PAID LEAVE TIME**

Full-time and part-time employees are eligible for paid leave time. Employees accrue paid leave time as of the first day of employment, but may not use paid leave time until after the completion of 3 months of employment.

Paid leave hours accrue as follows:

Schedule for full-time employees 0 – 5 years of service

<u>Annual Hours Worked</u>	<u>% of Full Time</u>	<u>Accrual Rate/pay period</u>
0-259	<12.5	0
260-519	12.5 – 25	.38
520 – 1039	25-50	.76
1040 – 1559	50-75	1.15
1560 – 2080	75 – 100	1.53

Schedule for full-time employees with more than 5 years

<u>Annual Hours Worked</u>	<u>% of Full Time</u>	<u>Accrual Rate/pay period</u>
0-259	<12.5	0
260-519	12.5 – 25	.76
520 – 1039	25-50	1.52
1040 – 1559	50-75	2.30
1560 – 2080	75 – 100	3.06

Schedule for part-time employees 0 – 3 years of service

<u>Annual Hours Worked</u>	<u>% of Full Time</u>	<u>Accrual Rate/pay period</u>
0-259	<12.5	0
260-519	12.5 – 25	.38
520 – 1039	25-50	.76
1040 – 1559	50-75	1.15
1560 – 2080	75 – 100	1.53

Schedule for part-time employees with more than 3 years

<u>Annual Hours Worked</u>	<u>% of Full Time</u>	<u>Accrual Rate/pay period</u>
0-259	<12.5	0
260-519	12.5 – 25	.76
520 – 1039	25-50	1.52
1040 – 1559	50-75	2.60
1560 – 2080	75 – 100	3.51

Paid leave time shall be earned annually based on the actual number of hours worked in a 12 month period. For new employees hired after the effective date of this policy, the accrual rate shall initially be based on the projected number of hours to be worked. After completion of one year of employment, the accrual rate will be evaluated and adjusted as needed based on the employee's actual hours worked.

All paid leave time requests must be approved by the employee's supervisor. Requests for paid leave time must be submitted at least one (1) week in advance, unless otherwise approved by the employee's supervisor. Paid leave time requests will not be approved after the schedule is posted.

Paid leave time may be accrued to a maximum of 1 1/2 the employee's annual accrual rate.

Upon termination of employment, employees will be paid for accrued, but unused paid leave time.

ARTICLE 11 JURY DUTY

A full- time employee required to serve as a juror shall receive his/her regular wage. In order to receive payment for such duty, the employee must submit certification of service and assign all fees, except mileage, travel expense and meals, received for such duty to the employer. If released from jury duty, the employee shall immediately contact his/her supervisor.

ARTICLE 12 OTHER LEAVES

Military leave will be granted in accordance with state and federal law.

The Employer may grant at its sole discretion, an unpaid leave of absence for a limited duration, not to exceed 3 months. The employee must request an unpaid leave in writing. The Employer will attempt to place the employee in his/her previous route, provided the service is still being performed. Accrual of benefits and seniority ceases after 30 days of leave.

ARTICLE 13 INSURANCE

Health Insurance Regular full-time employees are eligible to participate in the City's provided group health insurance program.

Life Insurance For each eligible regular full-time employee, the Employer will pay the premium for group life insurance in an amount equal to the employee's annual salary.

The insurance programs referred to in this contract shall be subject to all terms and conditions of the contract with the insurance carrier(s) selected by the Employer.

ARTICLE 14 DUES CHECKOFF

Upon receipt of a lawfully executed written authorization from an employee which may be revoked in writing at any time, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deductions monthly to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted. If the employee so requests in writing, the initiation fee of the Union, if any, shall be deducted from the employee's paycheck.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, order or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 15 WAGES

Training	\$5.15
Step 1	\$9.19
Step 2	\$9.43
Step 3	\$9.71
Step 4	\$10.00
Step 5	\$10.30

All step increases are made on July 1. New employees must have at least 6 months of service to be eligible for a step increase. For example, an employee hired on December 15, 2005 would be eligible for a step increase on July 1, 2006. An employee hired on March 15, 2006 would be eligible for a step increase on July 1, 2007.

Employees at or above top step will receive a 3.0% wage increase on 7/1/06 and a 3.0% wage increase on 7/1/07.

ARTICLE 16 DURATION OF AGREEMENT

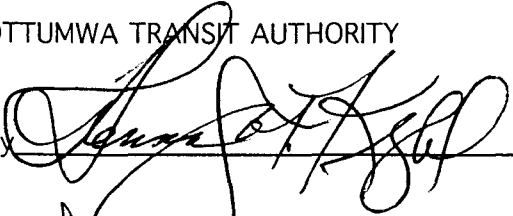
THIS AGREEMENT shall be effective from July 1st, 2006 and shall continue to remain in full force and effect until its expiration on July 1st, 2008.

During the life of this Agreement, neither the Employer nor Union will be required to negotiate on any further matters affecting this Agreement or any other subjects not specifically set forth in this Agreement. Should either party desire to modify, amend, or terminate this Agreement, written notice must be served on the other party before October 15, 2007.

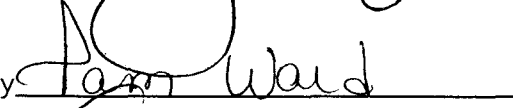
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 2nd day of May, 2006.

OTTUMWA TRANSIT AUTHORITY

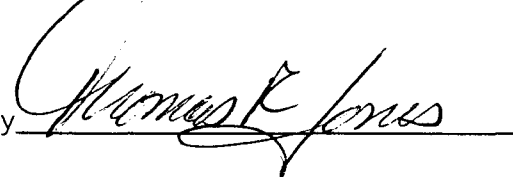
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TEAMSTERS LOCAL 238

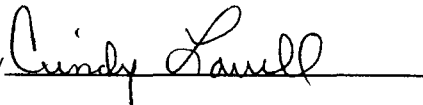
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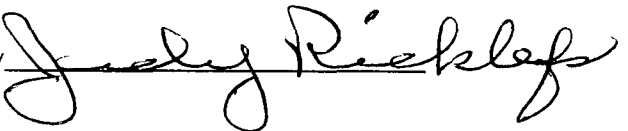
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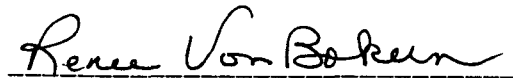
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Acknowledged by:



Employer Representative
Von Bokern Associates, Inc.